

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
*In Re* TERRORIST ATTACKS ON SEPTEMBER 11, 2001 :

: MOTION TO PERMIT  
: ATTACHMENT AND  
: EXECUTION PURSUANT  
: TO 28 U.S.C. §1610(c)

:  
: 03 MDL 1570 (GBD) (SN)  
-----X

This Document Relates to

*Hoglan, et al. v. Iran, et al.*

1:11-cv-07550 (GBD) (SN)

**EXHIBIT A**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
OFFICE OF THE CLERK  
500 PEARL STREET  
NEW YORK, NEW YORK 10007

Ruby J. Krajick  
Clerk of Court

May 22, 2018

Central Bank of Iran  
c/o Mohammed Javad Zarif  
Minister of Foreign Affairs  
Of the Islamic Republic of Iran  
Imam Kohmeini Avenue  
Tehran, Iran

Re: Hoglan, et al. v. Iran, et al. 1:11 cv 07550 (GBD)(SN)  
In Re Terrorist Attacks on September 11, 2001, 1:03 md 01570 (GBD)(SN)


Dear Sir:

Pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. §1608(a)(3), one copy of the following documents are being served on you on behalf of the Plaintiff in the above-referenced action which names your country and/or a government office as a defendant:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (*Hoglan* Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (*Hoglan* Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (*Hoglan* Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14,

- 2016 (*Hoglan* Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
  - (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (*Hoglan* Docket No. 178);
  - (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
  - (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
  - (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
  - (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (*Hoglan* Docket No. 219);
  - (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);
  - (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
  - (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
  - (17) Right to Appeal Notice; and,
  - (18) Right to Appeal Form.

Respectfully yours,



Ruby J. Krajick  
Clerk of the Court

Enc.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #:  
DATE FILED:

HOGLAN et al

Plaintiff(s)

**CERTIFICATE OF MAILING**

Case No.: 1:11 cv 07550 (qbd)

-v-

ISLAMIC REPUBLIC OF IRAN et al

Defendant(s)

I hereby certify under the penalties of perjury that on 25 day of May, 2018, I served:  
Central Bank of Iran c/o Mohammed Javad Zarif Minister of  
Foreign Affairs of the Islamic Republic of Iran Imam Khomeini Avenue, Tehran, Iran

☐ One copy of the \_\_\_\_\_

by \_\_\_\_\_, to the individual of the  
foreign state, pursuant to the provisions of FRCP 4(f)(2)(c)(ii).

☒ One copy of the See attached Rider.

by DHL 2569194390, to the head of the ministry  
of foreign affairs, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. §  
1608(a)(3).

☐ Two copies of the \_\_\_\_\_

by \_\_\_\_\_, to the Secretary of State,  
Attn: Director of Consular Services, Office of Policy Review and Inter-Agency Liaison  
(CA/OCS/PRI), U.S. Department of State, SA-29, 4<sup>th</sup> Floor, 2201 C Street NW, Washington, DC  
20520, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. § 1608(a)(4).

☐ One copy of the \_\_\_\_\_

by \_\_\_\_\_, to the head of the agency or  
instrumentality of the foreign state, pursuant to the provisions of Foreign Services Immunities  
Act, 28 U.S.C. § 1608(b)(3)(B).

Dated: New York, New York

May 25, 2018

**RUBY J. KRAJICK  
CLERK OF COURT**

Jashira Carlo  
Print Name: Jashira Carlo  
DEPUTY CLERK OF COURT



# Attached Rider

The documents to be served on all of these Defendants are as follows:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (Hoglan Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (Hoglan Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (Hoglan Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14, 2016 (Hoglan Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
- (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (Hoglan Docket No. 178);
- (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
- (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
- (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
- (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (Hoglan Docket No. 219);
- (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);

- (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
- (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
- (17) Right to Appeal Notice; and,
- (18) Right to Appeal Form.



<b>EXPRESS WORLDWIDE</b>		<b>DOX</b>	
DHL Online			
From: THOMAS EDWARD MELLON III ESQUIRE Thomas Mellon 2018-03-23 21:15-81-0-2345 2018-03-23 21:15-81-0-2345 CONESTOGA, PA 18601 United States		Origin: MDT	
To: Central Bank of Iran c/o The Ministry Foreign Affairs of the Islamic Republic of Iran Iman Khomeini Avenue <b>TEHRAN</b> Iran (Islamic Republic Of)		Contact: Minister Mohammad Javad 992-16073419	
<b>IR-THR-SVC</b>			
<b>SX</b>	Day	Time	
Ref: Code: Hg: Len	Date:	Ship Weight:	Pieces:
	2018-03-23	2.0 lb	1/1
Content: Legal Paperwork			
 WAYBILL 25 6919 4390 (2L)IR+42000064  (JJD01 4600 0055 9716 6786)			

Required

[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

**GENERAL SANCTIONS WARRANTY AND INDEMNITY LETTER**

Shipment Details/Air Waybill Number DHL Express/25-6919-4390

This Sanctions Warranty and Indemnity Letter (this "Letter") details the understanding between THOMAS E. MELLON, III ("Shipper") and DHL Express ("DHL") and clarifies the representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter.

**SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:**

**SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER**

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.

**SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)**

Shipper has conducted effective due diligence on the Shipment's recipients, any known end-users and all consignees. To the best of Shipper's knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

**SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT**

The Shipper warrants that:

- (a) the shipments does not contain any Restricted Items, or, alternatively,
- (b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL;
- (c) the Shipper is the true shipper and exporter of the Shipments; and
- (d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate.

**FOR SHIPMENTS SUBJECT TO US SANCTIONS LAWS (ONLY IF APPLICABLE):**

- (a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);
- (b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and
- (c) the Shipper, where the shipments is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.

**SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL**

**Indemnity:** The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, sub-contractors and representatives) of any:

*T.M.*



[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

- (a) Applicable Sanction(s), or  
(b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below ("Grant to DHL").

Comply with DHL Actions: The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

Grant to DHL: Shipper hereby grants DHL the right (but not the obligation) at DHL's discretion to conduct any or all of the following:

- (a) inspect and/or screen the Shipments in accordance with applicable laws;  
(b) return the shipments;  
(c) abandon or block the shipments without any further liability to the Shipper as required by applicable law;  
(d) disclose information related to the shipment to a government authority in accordance with applicable laws;  
(e) release the shipments to a government authority in accordance with applicable laws; or store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper's costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

#### SHIPPER ACKNOWLEDGEMENT

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter.

Signature: *Thomas E. Mellon, III*

Date: *May 23, 2018*

Print Name:

*THOMAS E. Mellon, III*

Title:

*Attorney*

Company Name:

*Mellon Law Firm*

#### ANNEX A: DEFINITIONS

Denied Party: A person or entity which is included on an applicable Sanctions List. Note that the list can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Denied Party" does not include entities that appear on the Sectoral Sanctions Identification List (the "SSI List") maintained by the EU, OFAC or a comparable list of persons subject to sectoral sanctions maintained by the EU, US, etc.

Letter: This Sanctions Warranty and Indemnity Letter.

Restricted Item: Any item that is either positively included on any list of goods the import/export/transfer of which is prohibited by applicable Sanction(s) OR where positively not authorized by applicable Sanction(s).

Sanction(s): Any applicable economic or financial sanctions regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

Sanction(s) Authority: An international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties. Such authorities include, but are not limited to United Nations Security Council ("UNSC"), the European Union ("EU"), The German Federal Office for Economic Affairs and Export Control ("BAFA"), the Germany Federal Bank, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Kingdom (including Her Majesty's Treasury ("HMT")), Australian Department of Foreign Affairs and Trade, and any other equivalent sanctions authority. Collectively, these are deemed the "Sanctions Authorities".

Sanction(s) List: A list of sanctioned entities (i.e., Denied Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

Sanctioned Countries: These countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to UN/EU/US embargoes (e.g., currently Crimea, Iran, North Korea, Sudan, and Syria; (Cuba where US sanctions apply)). This list may change from time to time and may also be based on factors beyond law.

Shipment: For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.

*g.d.*



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
OFFICE OF THE CLERK  
500 PEARL STREET  
NEW YORK, NEW YORK 10007

Ruby J. Krajick  
Clerk of Court

May 22, 2018

Iran Airlines  
c/o Mohammed Javad Zarif  
Minister of Foreign Affairs  
Of the Islamic Republic of Iran  
Imam Khomeini Avenue  
Tehran, Iran

Re: Hoglan, et al. v. Iran, et al. 1:11 cv 07550 (GBD)(SN)  
In Re Terrorist Attacks on September 11, 2001, 1:03 md 01570 (GBD)(SN)

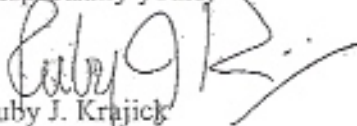
Dear Sir:

Pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. §1608(a)(3), one copy of the following documents are being served on you on behalf of the Plaintiff in the above-referenced action which names your country and/or a government office as a defendant:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (*Hoglan* Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
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- 2016 (*Hoglan* Docket No. 172);
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  - (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
  - (17) Right to Appeal Notice; and,
  - (18) Right to Appeal Form.

Respectfully yours,

  
Ruby J. Krajick  
Clerk of the Court

Enc.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC # \_\_\_\_\_  
DATE FILED: \_\_\_\_\_

HOGLAN et al

Plaintiff(s)

CERTIFICATE OF MAILING

Case No.: 1:11 cv 07550 (qbd)

-v-

ISLAMIC REPUBLIC OF IRAN et al

Defendant(s)

I hereby certify under the penalties of perjury that on 25 day of May, 2018, I served:  
Iran Airlines c/o Mohammed Javad Zarif Minister of  
Foreign Affairs of the Islamic Republic of Iran Imam Khomeini Avenue, Tehran, Iran

☐ One copy of the \_\_\_\_\_  
by \_\_\_\_\_, to the individual of the  
foreign state, pursuant to the provisions of FRCP 4(f)(2)(c)(ii).

☒ One copy of the See attached Rider.  
by DHL 2569193981, to the head of the ministry  
of foreign affairs, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. §  
1608(a)(3).

☐ Two copies of the \_\_\_\_\_  
by \_\_\_\_\_, to the Secretary of State,  
Attn: Director of Consular Services, Office of Policy Review and Inter-Agency Liaison  
(CA/OCS/PRI), U.S. Department of State, SA-29, 4<sup>th</sup> Floor, 2201 C Street NW, Washington, DC  
20520, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. § 1608(a)(4).

☐ One copy of the \_\_\_\_\_  
by \_\_\_\_\_, to the head of the agency or  
instrumentality of the foreign state, pursuant to the provisions of Foreign Services Immunities  
Act, 28 U.S.C. § 1608(b)(3)(B).

Dated: New York, New York

May 25, 2018

RUBY J. KRAJICK  
CLERK OF COURT

Jashira Carlo  
Print Name: Jashira Carlo  
DEPUTY CLERK OF COURT

# Attached Rider




The documents to be served on all of these Defendants are as follows:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (Hoglan Docket No. 89);
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- (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
- (17) Right to Appeal Notice; and,
- (18) Right to Appeal Form.





<b>EXPRESS WORLDWIDE</b> DHL Online		<b>DOX</b>	<b>DHL</b>
From: THOMAS EDWARD MELLON II ESQUIRE Thomas Mellon House 315-510-0345 212 W COURT ST STE 6 DOYLESTOWN PA 18041 United States			
To: Iran Airlines c/o The Ministry Foreign Affairs of the Islamic Republic of Iran Iman Khomeini Avenue <b>TEHRAN</b> Iran (Islamic Republic of)		Contact: Minister Mohammad Javad 80210735131	
<b>SX</b>		<b>IR-THR-SVC</b>	
Ref-Code: Noglax	Date: 2018-06-23	Ship Weight: 2.0 lb	Place: 1/1
Content: Legal Paperwork			
 WAYBILL 25 6919 3981 (2L)IR+42000064   (JND01 4600 0055 9716 6742)			

dhl.com

[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

#### GENERAL SANCTIONS WARRANTY AND INDEMNITY LETTER

Shipment Details/Air Waybill Number DHL Express/25-6919-3981

This Sanctions Warranty and Indemnity Letter (this "Letter") details the understanding between THOMAS E. Mellan, III ("Shipper") and DHL Express ("DHL") and clarifies the representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter.

#### SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:

##### SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.

##### SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)

Shipper has conducted effective due diligence on the Shipment's recipients, any known end-users and all consignees. To the best of Shipper's knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

##### SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT

The Shipper warrants that:

- (a) the shipments does not contain any Restricted Items, or, alternatively,
- (b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL;
- (c) the Shipper is the true shipper and exporter of the Shipments; and
- (d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate.

##### FOR SHIPMENTS SUBJECT TO US SANCTIONS LAWS (ONLY IF APPLICABLE):

- (a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);
- (b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and
- (c) the Shipper, where the shipments is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.

##### SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL

Indemnity: The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, sub-contractors and representatives) of any:

721



[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

- (a) Applicable Sanction(s), or
- (b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below ("Grant to DHL").

Comply with DHL Actions: The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

Grant to DHL: Shipper hereby grants DHL the right (but not the obligation) at DHL's discretion to conduct any or all of the following:

- (a) inspect and/or screen the Shipments in accordance with applicable laws;
- (b) return the shipments;
- (c) abandon or block the shipments without any further liability to the Shipper as required by applicable law;
- (d) disclose information related to the shipment to a government authority in accordance with applicable laws;
- (e) release the shipments to a government authority in accordance with applicable laws; or store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper's costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

#### SHIPPER ACKNOWLEDGEMENT

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter.

Signature: 

Date: May 23, 2018

Print Name: THOMAS (TOM) MELLON, III

Title: ATTORNEY

Company Name: Mellon Law Firm

#### ANNEX A: DEFINITIONS

Denied Party: A person or entity which is included on an applicable Sanctions List. Note that the lists can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Denied Party" does not include entities that appear on the Sectoral Sanctions Identification List (the "SSI List") maintained by the EU, OFAC or a comparable list of persons subject to sectoral sanctions maintained by the EU, US, etc.

Letter: This Sanctions Warranty and Indemnity Letter.

Restricted Item: Any item that is either positively included on any list of goods the import/export/transfer of which is prohibited by applicable Sanction(s) OR where positively not authorized by applicable Sanction(s).

Sanction(s): Any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

Sanction(s) Authority: An international institution or applicable national or regional government, or subdivisions thereof that possesses the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties. Such authorities include, but are not limited to United Nations Security Council ("UNSC"), the European Union ("EU"), The German Federal Office for Economic Affairs and Export Control ("BAFA"), the Germany Federal Bank, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Kingdom (including Her Majesty's Treasury ("HMT")), Australian Department of Foreign Affairs and Trade, and any other equivalent sanctions authority. Collectively, these are deemed the "Sanctions Authorities".

Sanction(s) List: A list of sanctioned entities (i.e., Denied Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

Sanctioned Countries: Those countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to UN/EU/US embargoes (e.g. currently Crimea, Iran, North Korea, Sudan, and Syria; (Cuba where US sanctions apply)). This list may change from time to time and may also be based on factors beyond law.

Shipment: For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
OFFICE OF THE CLERK  
500 PEARL STREET  
NEW YORK, NEW YORK 10007

Ruby J. Krajick  
Clerk of Court

May 22, 2018

National Iranian Petrochemical Company  
c/o Mohammed Javad Zarif  
Minister of Foreign Affairs  
Of the Islamic Republic of Iran  
Imam Khomeini Avenue  
Tehran, Iran

Re: Hoglan, et al. v. Iran, et al. 1:11 cv 07550 (GBD)(SN)  
In Re Terrorist Attacks on September 11, 2001, 1:03 md 01570 (GBD)(SN)

Dear Sir:

Pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. §1608(a)(3), one copy of the following documents are being served on you on behalf of the Plaintiff in the above-referenced action which names your country and/or a government office as a defendant:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (*Hoglan* Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (*Hoglan* Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (*Hoglan* Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14,

- 2016 (*Hoglan* Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
  - (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (*Hoglan* Docket No. 178);
  - (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
  - (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
  - (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
  - (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (*Hoglan* Docket No. 219);
  - (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);
  - (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
  - (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
  - (17) Right to Appeal Notice; and,
  - (18) Right to Appeal Form.

Respectfully yours,

  
Ruby J. Krajick  
Clerk of the Court

Enc.



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #:  
DATE FILED:

HOGLAN et al

Plaintiff(s)

**CERTIFICATE OF MAILING**

Case No.: 1:11 cv 07550 (gbd)

-v-

ISLAMIC REPUBLIC OF IRAN et al

Defendant(s)

I hereby certify under the penalties of perjury that on 25 day of May, 2018, I served:  
National Iranian Petrochemical Company c/o Mohammed Javad Zarif Minister of  
Foreign Affairs of the Islamic Republic of Iran Imam Kohmeini Avenue, Tehran, Iran

☐ One copy of the \_\_\_\_\_

by \_\_\_\_\_, to the individual of the  
foreign state, pursuant to the provisions of FRCP 4(f)(2)(c)(ii).

☒ One copy of the See attached Rider.

by DHL 2569193675 \_\_\_\_\_, to the head of the ministry  
of foreign affairs, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. §  
1608(a)(3).

☐ Two copies of the \_\_\_\_\_

by \_\_\_\_\_, to the Secretary of State,  
Attn: Director of Consular Services, Office of Policy Review and Inter-Agency Liaison  
(CA/OCS/PR), U.S. Department of State, SA-29, 4<sup>th</sup> Floor, 2201 C Street NW, Washington, DC  
20520, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. § 1608(a)(4).

☐ One copy of the \_\_\_\_\_

by \_\_\_\_\_, to the head of the agency or  
instrumentality of the foreign state, pursuant to the provisions of Foreign Services Immunities  
Act, 28 U.S.C. § 1608(b)(3)(B).

Dated: New York, New York

May 25, 2018

**RUBY J. KRAJICK  
CLERK OF COURT**

Jashira Carlo  
Print Name: Jashira Carlo  
DEPUTY CLERK OF COURT

# Attached Rider

The documents to be served on all of these Defendants are as follows:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (Hoglan Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (Hoglan Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (Hoglan Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14, 2016 (Hoglan Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
- (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (Hoglan Docket No. 178);
- (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
- (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
- (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
- (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (Hoglan Docket No. 219);
- (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);

- (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
- (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
- (17) Right to Appeal Notice; and,
- (18) Right to Appeal Form.





<b>EXPRESS WORLDWIDE</b>		<b>DOX</b>		<b>DHL</b>	
DHL Logo					
From: THOMAS EDWARD MELLON III ESQ/LINE 213 W COURT ST STE 8 GOYLESTOWN PA 19921 United States					
To: National Iranian Petrochemical Corp c/o The Ministry Foreign Affairs of the Islamic Republic of Iran Iman Khomeini Avenue <b>TEHRAN</b> Iran (Islamic Republic Of)					
Contact: Mr. Mohammad Javad 982168135191					
<b>IR-THR-SVC</b>					
<b>SX</b>		Day		Time	
Ref/Order: Regist		Date: 2018-05-23		Ship Weight: 2.0 lb	
				Pieces: 1/1	
Contact: Legal Paperwork					
WAYBILL 25 8918 3675					
(2L)IR*42000064					
(JJD01 4600 0055 9716 6706)					

dhl.com

(Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.)

### GENERAL SANCTIONS WARRANTY AND INDEMNITY LETTER

Shipment Details/Air Waybill Number DHL Express / 25-6919-3675

This Sanctions Warranty and Indemnity Letter (this "Letter") details the understanding between Thomas E. Mellan, III ("Shipper") and DHL Express ("DHL") and clarifies the representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter.

#### SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:

##### SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.

##### SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)

Shipper has conducted effective due diligence on the Shipment's recipients, any known end-users and all consignees. To the best of Shipper's knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

##### SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT

The Shipper warrants that:

- (a) the shipments does not contain any Restricted Items, or, alternatively,
- (b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL;
- (c) the Shipper is the true shipper and exporter of the Shipments; and
- (d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate.

##### FOR SHIPMENTS SUBJECT TO US SANCTIONS LAWS (ONLY IF APPLICABLE):

- (a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);
- (b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and
- (c) the Shipper, where the shipments is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.

##### SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL

Indemnity: The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, sub-contractors and representatives) of any:

*g.m.*



[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

- (a) Applicable Sanction(s), or  
(b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below ("Grant to DHL").


Comply with DHL Actions: The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

Grant to DHL: Shipper hereby grants DHL the right (but not the obligation) at DHL's discretion to conduct any or all of the following:

- (a) inspect and/or screen the Shipments in accordance with applicable laws;  
(b) return the shipments;  
(c) abandon or block the shipments without any further liability to the Shipper as required by applicable law;  
(d) disclose information related to the shipment to a government authority in accordance with applicable laws;  
(e) release the shipments to a government authority in accordance with applicable laws; or store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper's costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

#### SHIPPER ACKNOWLEDGEMENT

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter.

Signature: 

Date: May 23, 2018

Print Name: THOMAS E. MELLON, III

Title: Attorney

Company Name: Mellon Law Firm

#### ANNEX A: DEFINITIONS

Denied Party: A person or entity which is included on an applicable Sanctions List. Note that the lists can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Denied Party" does not include entities that appear on the Sectoral Sanctions Identification List (the "SSI List") maintained by the EU, OFAC or a comparable list of persons subject to sectoral sanctions maintained by the FBI, US, etc.

Letter: This Sanctions Warranty and Indemnity Letter.

Restricted Items: Any item that is either positively included on any list of goods the import/export/transfer of which is prohibited by applicable Sanction(s) OR where positively not authorized by applicable Sanction(s).

Sanction(s): Any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

Sanction(s) Authority: An international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties. Such authorities include, but are not limited to United Nations Security Council ("UNSC"), the European Union ("EU"), the German Federal Office for Economic Affairs and Export Control ("BAFA"), the Germany Federal Bank, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Kingdom (including Her Majesty's Treasury ("HM Treasury")), Australian Department of Foreign Affairs and Trade, and any other equivalent sanctions authority. Collectively, these are deemed the "Sanctions Authorities".

Sanction(s) Lists: A list of sanctioned entities (i.e., Denied Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

Sanctioned Countries: Those countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to UN/OFAC embargoes (e.g. currently Crimea, Iran, North Korea, Sudan, and Syria; (Cuba where US sanctions apply)). This list may change from time to time and may also be based on factors beyond law.

Shipment: For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
OFFICE OF THE CLERK  
500 PEARL STREET  
NEW YORK, NEW YORK 10007

Ruby J. Krajick  
Clerk of Court

May 22, 2018

National Iranian Gas Company  
c/o Mohammed Javad Zarif  
Minister of Foreign Affairs  
Of the Islamic Republic of Iran  
Imam Kohmeini Avenue  
Tehran, Iran

Re: Hoglan, et al. v. Iran, et al. 1:11 cv 07550 (GBD)(SN)  
In Re Terrorist Attacks on September 11, 2001, 1:03 md 01570 (GBD)(SN)

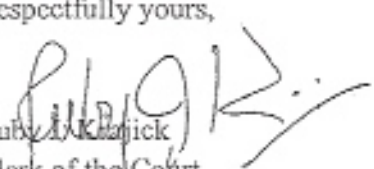
Dear Sir:

Pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. §1608(a)(3), one copy of the following documents are being served on you on behalf of the Plaintiff in the above-referenced action which names your country and/or a government office as a defendant:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (*Hoglan* Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (*Hoglan* Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (*Hoglan* Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14,

- 2016 (*Hoglan* Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
  - (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (*Hoglan* Docket No. 178);
  - (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
  - (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
  - (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
  - (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (*Hoglan* Docket No. 219);
  - (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);
  - (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
  - (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
  - (17) Right to Appeal Notice; and,
  - (18) Right to Appeal Form.

Respectfully yours,

  
Ruby L. Kijack  
Clerk of the Court

Enc.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #:  
DATE FILED:

HOGLAN et al

Plaintiff(s)

**CERTIFICATE OF MAILING**

Case No.: 1:11 cv 07550 (qbd)

-v-

ISLAMIC REPUBLIC OF IRAN et al

Defendant(s)

I hereby certify under the penalties of perjury that on 35 day of May, 2018, I served:  
National Iranian Gas Company c/o Mohammed Javad Zarif Minister of  
Foreign Affairs of the Islamic Republic of Iran Imam Khomeini Avenue, Tehran, Iran

☐ One copy of the \_\_\_\_\_  
by \_\_\_\_\_, to the individual of the  
foreign state, pursuant to the provisions of FRCP 4(f)(2)(c)(ii).

☒ One copy of the See attached Rider.  
by DHL 2569193292, to the head of the ministry  
of foreign affairs, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. §  
1608(a)(3).

☐ Two copies of the \_\_\_\_\_  
by \_\_\_\_\_, to the Secretary of State,  
Attn: Director of Consular Services, Office of Policy Review and Inter-Agency Liaison  
(CA/OCS/PRI), U.S. Department of State, SA-29, 4<sup>th</sup> Floor, 2201 C Street NW, Washington, DC  
20520, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. § 1608(a)(4).

☐ One copy of the \_\_\_\_\_  
by \_\_\_\_\_, to the head of the agency or  
instrumentality of the foreign state, pursuant to the provisions of Foreign Services Immunities  
Act, 28 U.S.C. § 1608(b)(3)(B).

Dated: New York, New York



**RUBY J. KRAJICK  
CLERK OF COURT**

Jashira Carlo  
Print Name: Jashira Carlo  
DEPUTY CLERK OF COURT



## Attached Rider

The documents to be served on all of these Defendants are as follows:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (Hoglan Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (Hoglan Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (Hoglan Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14, 2016 (Hoglan Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
- (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (Hoglan Docket No. 178);
- (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
- (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
- (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
- (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (Hoglan Docket No. 219);
- (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);

- (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
- (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
- (17) Right to Appeal Notice; and,
- (18) Right to Appeal Form.



<b>EXPRESS WORLDWIDE</b>		<b>DOX</b>	
DHL Online			
From: THOMAS EDWARD MELLON II ESQUIRE Thomas Mellon Phone: 215-510-2345 212 W COURT ST STE 1 DOYLESTOWN PA 19921 United States			
To: National Iranian Gas Corporation c/o The Ministry Foreign Affairs of the Islamic Republic of Iran Iranian Khomeini Avenue <b>TEHRAN</b> Iran (Islamic Republic of)			
Contact: Minister Mohammad Javad 982-66726161			
<b>SX</b>		<b>IR-THR-SVC</b>	
Ref-Codes: Hqs/lat	Date: 2018-05-23	Shut Weight: 2.0 lb	Pack: 1/1

Content:  
Legal Paperwork



WAYBILL 25 6919 3292



(2L)IR\*42000064



(JND01 4600 0055 9716 6660





[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

**GENERAL SANCTIONS WARRANTY AND INDEMNITY LETTER**

Shipment Details/Air Waybill Number DHL Express/25-6919-3292

This Sanctions Warranty and Indemnity Letter (this "Letter") details the understanding between THOMAS E. MELLON, LLC, ("Shipper") and DHL Express ("DHL") and clarifies the representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter.

**SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:**

**SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER**

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.

**SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)**

Shipper has conducted effective due diligence on the Shipment's recipients, any known end-users and all consignees. To the best of Shipper's knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

**SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT**

The Shipper warrants that:

- (a) the shipments does not contain any Restricted Items, or, alternatively,
- (b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL;
- (c) the Shipper is the true shipper and exporter of the Shipments; and
- (d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate.

**FOR SHIPMENTS SUBJECT TO US SANCTIONS LAWS (ONLY IF APPLICABLE):**

- (a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);
- (b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and
- (c) the Shipper, where the shipments is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.

**SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL**

**Indemnity:** The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, sub-contractors and representatives) of any:

*T. Zel.*



[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

- (a) Applicable Sanction(s), or
- (b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below ("Grant to DHL").


Comply with DHL Actions: The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

Grant to DHL: Shipper hereby grants DHL the right (but not the obligation) at DHL's discretion to conduct any or all of the following:

- (a) inspect and/or screen the shipments in accordance with applicable laws;
  - (b) return the shipments;
  - (c) abandon or block the shipments without any further liability to the Shipper as required by applicable law;
  - (d) disclose information related to the shipment to a government authority in accordance with applicable laws;
  - (e) release the shipments to a government authority in accordance with applicable laws; or
- store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper's costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

#### SHIPPER ACKNOWLEDGEMENT

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter.

Signature:  Date: 2/23/2018  
Print Name: THOMAS E. MELLON Title: ATTORNEY  
Company Name: Mellon Law Firm

#### ANNEX A: DEFINITIONS

Debarred Party: A person or entity which is included on an applicable Sanctions List. Note that the lists can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Debarred Party" does not include entities that appear on the Sectoral Sanctions Identification List (the "SSI List") maintained by the FBI, OFAC or a comparable list of persons subject to sectoral sanctions maintained by the EU, US, etc.

Letter: This Sanctions Warranty and Indemnity Letter.

Restricted Item: Any item that is either positively included on any list of goods the import/export/transfer of which is prohibited by applicable Sanction(s) OR where positively not authorized by applicable Sanction(s).

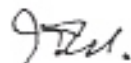
Sanction(s): Any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

Sanction(s) Authority: An international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties. Such authorities include, but are not limited to United Nations Security Council ("UNSC"), the European Union ("EU"), The German Federal Office for Economic Affairs and Export Control ("BAFA"), the Germany Federal Bank, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Kingdom (including Her Majesty's Treasury ("HMT")), Australian Department of Foreign Affairs and Trade, and any other equivalent sanctions authority. Collectively, these are deemed the "Sanctions Authorities".

Sanction(s) List: A list of sanctioned entities (i.e., Debarred Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

Sanctioned Countries: Those countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to UN/US/EU embargoes (e.g., currently Crimea, Iran, North Korea, Sudan, and Syria; Cuba where US sanctions apply). This list may change from time to time and may also be based on factors beyond law.

Shipment: For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
OFFICE OF THE CLERK  
500 PEARL STREET  
NEW YORK, NEW YORK 10007

Ruby J. Krajick  
Clerk of Court

May 22, 2018

National Iranian Tanker Corporation  
c/o Mohammed Javad Zarif  
Minister of Foreign Affairs  
Of the Islamic Republic of Iran  
Imam Khomeini Avenue  
Tehran, Iran

Re: Hoglan, et al. v. Iran, et al. 1:11 cv 07550 (GBD)(SN)  
In Re Terrorist Attacks on September 11, 2001, 1:03 md 01570 (GBD)(SN)

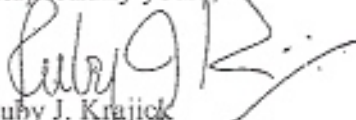
Dear Sir:

Pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. §1608(a)(3), one copy of the following documents are being served on you on behalf of the Plaintiff in the above-referenced action which names your country and/or a government office as a defendant:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (*Hoglan* Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (*Hoglan* Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (*Hoglan* Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14,

- 2016 (*Hoglan* Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
  - (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (*Hoglan* Docket No. 178);
  - (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
  - (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
  - (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
  - (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (*Hoglan* Docket No. 219);
  - (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);
  - (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
  - (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
  - (17) Right to Appeal Notice; and,
  - (18) Right to Appeal Form.

Respectfully yours,

  
Ruby J. Krajick  
Clerk of the Court

Enc.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC # \_\_\_\_\_  
DATE FILED: \_\_\_\_\_

HOGLAN et al

Plaintiff(s)

CERTIFICATE OF MAILING

Case No.: 1:11 cv 07550 (gbd)

-v-

ISLAMIC REPUBLIC OF IRAN et al

Defendant(s)

I hereby certify under the penalties of perjury that on 25 day of May, 2018, I served:  
National Iranian Tanker Corporation c/o Mohammed Javad Zarif Minister of  
Foreign Affairs of the Islamic Republic of Iran Imam Kohmeini Avenue, Tehran, Iran

☐ One copy of the \_\_\_\_\_

by \_\_\_\_\_, to the individual of the  
foreign state, pursuant to the provisions of FRCP 4(f)(2)(c)(ii).

☒ One copy of the See attached Rider.

by DHL 2569192931, to the head of the ministry  
of foreign affairs, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. §  
1608(a)(3).

☐ Two copies of the \_\_\_\_\_

by \_\_\_\_\_, to the Secretary of State,  
Attn: Director of Consular Services, Office of Policy Review and Inter-Agency Liaison  
(CA/OCS/PRI), U.S. Department of State, SA-29, 4<sup>th</sup> Floor, 2201 C Street NW, Washington, DC  
20520, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. § 1608(a)(4).

☐ One copy of the \_\_\_\_\_

by \_\_\_\_\_, to the head of the agency or  
instrumentality of the foreign state, pursuant to the provisions of Foreign Services Immunities  
Act, 28 U.S.C. § 1608(b)(3)(B).

Dated: New York, New York

May 25, 2018

RUBY J. KRAJICK  
CLERK OF COURT

Jashira Carlo  
Print Name: Jashira Carlo  
DEPUTY CLERK OF COURT



# Attached Rider

The documents to be served on all of these Defendants are as follows:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (Hoglan Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (Hoglan Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (Hoglan Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14, 2016 (Hoglan Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
- (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (Hoglan Docket No. 178);
- (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
- (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
- (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
- (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (Hoglan Docket No. 219);
- (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);

- (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
- (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
- (17) Right to Appeal Notice; and,
- (18) Right to Appeal Form.



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<b>EXPRESS WORLDWIDE</b>		<b>DOX</b>	
DHL Online			
From: THOMAS EDWARD WELDON II ESQUIRE 312 W COURT ST STE B DOVER, DE 19901 United States		Origin: NOT	
To: National Iranian Tanker Corporation c/o The Ministry Foreign Affairs of the Islamic Republic of Iran Iman Khomeini Avenue <b>TEHRAN</b> Iran (Islamic Republic Of)		Contact: Minister Mohammed Javad 9821 60759181	
<b>IR-THR-SVC</b>			
<b>SX</b>	Day	Time	
RefCode: Hagan	Date: 2019-06-23	Ship Weight: 2.0 lb	Place: 1/1
<div style="display: flex; justify-content: space-between;"> <div> <p>Content: Legal Paperwork</p> <p>WAYBILL 25 6919 2931</p> <p>(2L)IR-42000064</p> <p>CA ID01 4800 0055 9716 8621</p> </div> <div> </div> </div>			

dhl.com



[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

#### GENERAL SANCTIONS WARRANTY AND INDEMNITY LETTER

Shipment Details/Air Waybill Number DHL Express/25-6919-2931

This Sanctions Warranty and Indemnity Letter (this "Letter") details the understanding between THOMAS E. MELLON, JR., ESQ. ("Shipper") and DHL Express ("DHL") and clarifies the representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter.

#### SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:

##### SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.

##### SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)

Shipper has conducted effective due diligence on the Shipment's recipients, any known end-users and all consignees. To the best of Shipper's knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

##### SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT

The Shipper warrants that:

- (a) the shipments does not contain any Restricted Items, or, alternatively,
- (b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL;
- (c) the Shipper is the true shipper and exporter of the Shipments; and
- (d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate.

##### FOR SHIPMENTS SUBJECT TO US SANCTIONS LAWS (ONLY IF APPLICABLE):

- (a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);
- (b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and
- (c) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.

##### SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL

Indemnity: The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, sub-contractors and representatives) of any:

9.21.



[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

- (a) Applicable Sanction(s), or  
(b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below ("Grant to DHL").

Comply with DHL Actions: The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

Grant to DHL: Shipper hereby grants DHL the right (but not the obligation) at DHL's discretion to conduct any or all of the following:

- (a) inspect and/or screen the Shipments in accordance with applicable laws;  
(b) return the shipments;  
(c) abandon or block the shipments without any further liability to the Shipper as required by applicable law;  
(d) disclose information related to the shipment to a government authority in accordance with applicable laws;  
(e) release the shipments to a government authority in accordance with applicable laws; or  
store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper's costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

#### SHIPPER ACKNOWLEDGEMENT

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter.

Signature: THOMAS E. MELLON, III Date: May 23, 2018  
Print Name: THOMAS E. MELLON, III Title: A HORNEY  
Company Name: MELLON LAW FIRM

#### ANNEX A: DEFINITIONS

Denied Party: A person or entity which is included on an applicable Sanctions List. Note that the lists can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Denied Party" does not include entities that appear on the Sectoral Sanctions Identification List (the "SSI List") maintained by the EU, OFAC or a comparable list of persons subject to sectoral sanctions maintained by the EU, US, etc.

Letter: This Sanctions Warranty and Indemnity Letter.

Restricted Items: Any item that is either positively included on any list of goods the import/export/transit of which is prohibited by applicable Sanction(s) OR whose positively not authorized by applicable Sanction(s).

Sanction(s): Any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

Sanction(s) Authority: An international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties. Such authorities include, but are not limited to United Nations Security Council ("UNSC"), the European Union ("EU"), The German Federal Office for Economic Affairs and Export Control ("BAFA"), the Germany Federal Bank, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Kingdom (including Her Majesty's Treasury ("HMT")), Australian Department of Foreign Affairs and Trade, and any other equivalent sanctions authority. Collectively, these are deemed the "Sanctions Authorities".

Sanction(s) List: A list of sanctioned entities (i.e., Denied Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

Sanctioned Country: Those countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to UN/EU/US embargoes (e.g. currently Crimea, Iran, North Korea, Sudan, and Syria; (Cuba where US sanctions apply)). This list may change from time to time and may also be based on factors beyond law.

Shipment: For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.

*J.W.*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
OFFICE OF THE CLERK  
500 PEARL STREET  
NEW YORK, NEW YORK 10007

Ruby J. Krajick  
Clerk of Court

May 22, 2018

National Iranian Oil Corporation  
c/o Mohammed Javad Zarif  
Minister of Foreign Affairs  
Of the Islamic Republic of Iran  
Imam Kohmeini Avenue  
Tehran, Iran

Re: Hoglan, et al. v. Iran, et al. 1:11 cv 07550 (GBD)(SN)  
In Re Terrorist Attacks on September 11, 2001, 1:03 md 01570 (GBD)(SN)

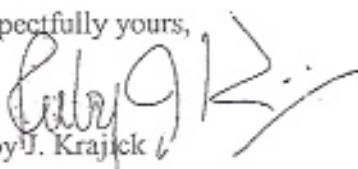
Dear Sir:

Pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. §1608(a)(3), one copy of the following documents are being served on you on behalf of the Plaintiff in the above-referenced action which names your country and/or a government office as a defendant:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (*Hoglan* Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (*Hoglan* Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (*Hoglan* Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14,

- 2016 (*Hoglan* Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
  - (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (*Hoglan* Docket No. 178);
  - (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
  - (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
  - (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
  - (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (*Hoglan* Docket No. 219);
  - (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);
  - (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
  - (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
  - (17) Right to Appeal Notice; and,
  - (18) Right to Appeal Form.

Respectfully yours,

  
Ruby J. Krajcek  
Clerk of the Court

Enc.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #:  
DATE FILED:

HOGLAN et al

Plaintiff(s)

CERTIFICATE OF MAILING

Case No.: 1:11 cv 07550 (gbq)

-v-

ISLAMIC REPUBLIC OF IRAN et al

Defendant(s)

I hereby certify under the penalties of perjury that on 25 day of May, 2018, I served:  
National Iranian Oil Corporation c/o Mohammed Javad Zarif Minister of  
Foreign Affairs of the Islamic Republic of Iran Imam Khomeini Avenue, Tehran, Iran

☐ One copy of the \_\_\_\_\_  
by \_\_\_\_\_, to the individual of the  
foreign state, pursuant to the provisions of FRCP 4(f)(2)(c)(ii).

☒ One copy of the See attached Rider.  
by DHL 2569192441, to the head of the ministry  
of foreign affairs, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. §  
1608(a)(3).

☐ Two copies of the \_\_\_\_\_  
by \_\_\_\_\_, to the Secretary of State,  
Attn: Director of Consular Services, Office of Policy Review and Inter-Agency Liaison  
(CA/OCS/PRI), U.S. Department of State, SA-29, 4<sup>th</sup> Floor, 2201 C Street NW, Washington, DC  
20520, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. § 1608(a)(4).

☐ One copy of the \_\_\_\_\_  
by \_\_\_\_\_, to the head of the agency or  
instrumentality of the foreign state, pursuant to the provisions of Foreign Services Immunities  
Act, 28 U.S.C. § 1608(b)(3)(B).

Dated: New York, New York

May 25 2018

RUBY J. KRAJICK  
CLERK OF COURT

Jashira Carlo  
Print Name: Jashira Carlo  
DEPUTY CLERK OF COURT






# Attached Rider

The documents to be served on all of these Defendants are as follows:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (Hoglan Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (Hoglan Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (Hoglan Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14, 2016 (Hoglan Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
- (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (Hoglan Docket No. 178);
- (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
- (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
- (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
- (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (Hoglan Docket No. 219);
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- (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
- (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
- (17) Right to Appeal Notice; and,
- (18) Right to Appeal Form.



<b>EXPRESS WORLDWIDE</b>		<b>DOX</b>	<b>DHL</b>
DHL On-line			
From: THOMAS EDWARD MELLON II ESQUIRE Thomas Mellon Phelps: 215-610-2349 212 W. COURT ST STE B DOYLESTOWN PA 18901 United States			
Origin: MDT			
To: National Iranian Oil Corporation c/o The Ministry Foreign Affairs of the Islamic Republic of Iran Iman Khomeini Avenue <b>TEHRAN</b> Iran (Islamic Republic Of)			
Contact: Minister Mohammad Javad 602155739151			
<b>IR-THR-SVC</b>			
<b>SX</b>	Day	Time	
Ref: Code: Hogan	Date: 2018-05-23	Ship Weight: 2.0 lb	Pieces: 1/1
Content: Legal Paperwork			
 WAYBILL 25 6919 2441			
 (2L)JR+42000064			
 (JJD01 4800 0055 9718 6561			

dhl.com



[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

#### GENERAL SANCTIONS WARRANTY AND INDEMNITY LETTER

Shipment Details/Air Waybill Number DHL Express/25-6919-2441

This Sanctions Warranty and Indemnity Letter (this "Letter") details the understanding between THOMAS E. Mellow, III ("Shipper") and DHL Express ("DHL") and clarifies the representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter.

#### SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:

##### SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.

##### SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)

Shipper has conducted effective due diligence on the Shipment's recipients, any known end-users and all consignees. To the best of Shipper's knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

##### SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT

The Shipper warrants that:

- (a) the shipments does not contain any Restricted Items, or, alternatively,
- (b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL;
- (c) the Shipper is the true shipper and exporter of the Shipments; and
- (d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate.

##### FOR SHIPMENTS SUBJECT TO US SANCTIONS LAWS (ONLY IF APPLICABLE):

- (a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);
- (b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and
- (c) the Shipper, where the shipments is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.

##### SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL

Indemnity: The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, sub-contractors and representatives) of any:



[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

- (a) Applicable Sanction(s), or
- (b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below ("Grant to DHL").

Comply with DHL Actions: The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

Grant to DHL: Shipper hereby grants DHL the right (but not the obligation) at DHL's discretion to conduct any or all of the following:

- (a) inspect and/or screen the Shipments in accordance with applicable laws;
- (b) return the shipments;
- (c) abandon or block the shipments without any further liability to the Shipper as required by applicable law;
- (d) disclose information related to the shipment to a government authority in accordance with applicable laws;
- (e) release the shipments to a government authority in accordance with applicable laws; or store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper's costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

#### SHIPPER ACKNOWLEDGEMENT

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter.

Signature:



Date:

May 23, 2018

Print Name:

THOMAS E. Mellon III

Title:

Attorney

Company Name:

Mellon Law Firm

#### ANNEX A: DEFINITIONS

Denied Party: A person or entity which is included on an applicable Sanctions List. Note that the lists can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Denied Party" does not include entities that appear on the Sectoral Sanctions Identification List (the "SSI List") maintained by the EIU, OFAC or a comparable list of persons subject to sectoral sanctions maintained by the EU, US, etc.

Letter: This Sanctions Warranty and Indemnity Letter.

Restricted Item: Any item that is either positively included on any list of goods the import/export/transfer of which is prohibited by applicable Sanction(s) OR where positively not authorized by applicable Sanction(s).

Sanction(s): Any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

Sanction(s) Authority: An international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties. Such authorities include, but are not limited to United Nations Security Council ("UNSC"), the European Union ("EU"), The German Federal Office for Economic Affairs and Export Control ("BAFA"), the Germany Federal Bank, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State or Commerce, the United Kingdom (including Her Majesty's Treasury ("HMT")), Australian Department of Foreign Affairs and Trade, and any other equivalent sanctions authority. Collectively, these are deemed the "Sanctions Authorities".

Sanction(s) List: A list of sanctioned entities (i.e., Denied Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

Sanctioned Countries: Those countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to UN/EU/US embargoes (e.g., currently Crimea, Iran, North Korea, Sudan, and Syria; (Cuba where US sanctions apply)). This list may change from time to time and may also be based on factors beyond law.

Shipment: For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
OFFICE OF THE CLERK  
500 PEARL STREET  
NEW YORK, NEW YORK 10007

Ruby J. Krajick  
Clerk of Court

May 22, 2018

Ali Akbar Hashemi Rafsanjani  
c/o Mohammed Javad Zarif  
Minister of Foreign Affairs  
Of the Islamic Republic of Iran  
Imam Khomeini Avenue  
Tehran, Iran

Re: Hoglan, et al. v. Iran, et al. 1:11 cv 07550 (GBD)(SN)  
In Re Terrorist Attacks on September 11, 2001, 1:03 md 01570 (GBD)(SN)

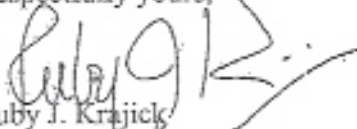
Dear Sir:

Pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. §1608(a)(3), one copy of the following documents are being served on you on behalf of the Plaintiff in the above-referenced action which names your country and/or a government office as a defendant:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (*Hoglan* Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (*Hoglan* Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (*Hoglan* Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14,

- 2016 (*Hoglan* Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Nelburn, dated October 24, 2016 (MDL Docket No. 3374);
  - (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (*Hoglan* Docket No. 178);
  - (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
  - (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
  - (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
  - (13) Report and Recommendation #4 by Magistrate Judge Sarah Nelburn, dated August 8, 2017 (*Hoglan* Docket No. 219);
  - (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);
  - (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
  - (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
  - (17) Right to Appeal Notice; and,
  - (18) Right to Appeal Form.

Respectfully yours,

  
Ruby J. Krajick  
Clerk of the Court

Enc.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC # \_\_\_\_\_  
DATE FILED: \_\_\_\_\_

HOGLAN et al

Plaintiff(s)

CERTIFICATE OF MAILING

Case No.: 1:11 cv 07550 (gbd)

-v-

ISLAMIC REPUBLIC OF IRAN et al

Defendant(s)

I hereby certify under the penalties of perjury that on 25 day of May, 2018, I served:  
Ali Akbar Hashemi Rafsanjani c/o Mohammed Javad Zarif Minister of  
Foreign Affairs of the Islamic Republic of Iran Imam Khomeini Avenue, Tehran, Iran

☐ One copy of the \_\_\_\_\_  
by \_\_\_\_\_, to the individual of the  
foreign state, pursuant to the provisions of FRCP 4(f)(2)(c)(ii).

☒ One copy of the See attached Rider.  
by DHL 2569191612, to the head of the ministry  
of foreign affairs, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. §  
1608(a)(3).

☐ Two copies of the \_\_\_\_\_  
by \_\_\_\_\_, to the Secretary of State,  
Attn: Director of Consular Services, Office of Policy Review and Inter-Agency Liaison  
(CA/OCS/PR), U.S. Department of State, SA-29, 4<sup>th</sup> Floor, 2201 C Street NW, Washington, DC  
20520, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. § 1608(a)(4).

☐ One copy of the \_\_\_\_\_  
by \_\_\_\_\_, to the head of the agency or  
instrumentality of the foreign state, pursuant to the provisions of Foreign Services Immunities  
Act, 28 U.S.C. § 1608(b)(3)(B).

Dated: New York, New York

May 25, 2018

RUBY J. KRAJICK  
CLERK OF COURT

Jashira Carlo  
Print Name: Jashira Carlo  
DEPUTY CLERK OF COURT






# Attached Rider

The documents to be served on all of these Defendants are as follows:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (Hoglan Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (Hoglan Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (Hoglan Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14, 2016 (Hoglan Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
- (9) Partial Order and Judgment entered by Judge George B. Daniels on October 31, 2016 (Hoglan Docket No. 178);
- (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
- (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
- (12) Memorandum Decision and Order entered by Judge George B. Daniels on June 21, 2017 (MDL Docket No. 3633);
- (13) Report and Recommendation #4 by Magistrate Judge Sarah Netburn, dated August 8, 2017 (Hoglan Docket No. 219);
- (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);

- (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDI Docket No. 3905);
- (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
- (17) Right to Appeal Notice; and,
- (18) Right to Appeal Form.



<b>EXPRESS WORLDWIDE</b>		<b>DOX</b>	<b>DHL</b>
DHL Online			
From: THOMAS EDWARD MELLON III ESQUIRE Thomas Mellon Place 215-610-2345 213 W. COURT ST STE B DUNELSTOWN PA 15901 United States			
Origin: MDT			
To: Ali Akbar Hashemi Rafsanjani c/o The Ministry Foreign Affairs of the Islamic Republic of Iran Iman Khomeini Avenue <b>TEHRAN</b> Iran (Islamic Republic Of)			
Contact: Minister Mohammad Javad 562169739191			
<b>IR-THR-SVC</b>			
<b>SX</b>	Ref: [Redacted]	Day: [Redacted]	Time: [Redacted]
Ref: [Redacted]	Date: 2018-05-23	Shut Weight: 2.0 lb	Pieces: 1/1
Content: Legal Paperwork			
 WAYBILL 25 6919 1612			
 (2L)JR42000064			
 (JJD01 4600 0055 9716 6469)			

dhl.com

66

[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

#### GENERAL SANCTIONS WARRANTY AND INDEMNITY LETTER

Shipment Details/Air Waybill Number DHL Express / 25-6919-1612

This Sanctions Warranty and Indemnity Letter (this "Letter") details the understanding between THOMAS MELLON, ESQ. ("Shipper") and DHL Express ("DHL") and clarifies the representations and warranties Shipper provides to DHL with respect to the potential impact of economic sanctions laws and regulations upon the Shipment. Capitalized terms used herein are defined in Annex A to this Letter.

#### SHIPPER HEREBY REPRESENTS AND WARRANTS TO DPDHL THAT:

##### SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SHIPPER

Shipper is not a Denied Party, or in any way identified, either specifically or by reference, on any applicable Sanctions List issued pursuant to a Sanction(s) issued by a Sanctions Authority. Shipper is neither owned nor controlled by a Denied Party.

##### SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE CONSIGNEE(S) AND END-USER(S)

Shipper has conducted effective due diligence on the Shipment's recipients, any known end-users and all consignees. To the best of Shipper's knowledge, tendering the shipments to DHL and its delivery by DHL to its intended destinations and/or end-users will not: 1) Constitute a breach or violation of any applicable Sanction; or 2) Expose DHL to any Sanction or penalty imposed by any Sanctions Authority.

##### SHIPPER'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SHIPMENT

The Shipper warrants that:

- (a) the shipments does not contain any Restricted Items, or, alternatively,
- (b) if the Shipments does contain Restricted Items, any and all licenses, approvals and permits that may be required under applicable laws and regulations have been obtained from the proper authorities, and a copy of each such license, approval or permit are provided to DHL prior to or at the time of tendering the shipments to DHL;
- (c) the Shipper is the true shipper and exporter of the Shipments; and
- (d) the description, value, consignee, and other associated information and documents related to the Shipments are true and accurate.

##### FOR SHIPMENTS SUBJECT TO US SANCTIONS LAWS (ONLY IF APPLICABLE):

- (a) the Shipments does not contain any unlicensed or non-exempt United States-origin items or any other items that are subject to U.S. export controls (e.g., goods produced outside the United States containing by value at least 10% US content or technology or 25% where applicable);
- (b) the Shipper, where the shipment is tendered to DHL outside the United States and its territories, has not and will not receive or remit any United States Dollar (USD) payments for the goods being shipped, whether directly from the recipient or consignee, or indirectly from any other person (unless specifically permitted by license or exemption); and
- (c) the Shipper, where the shipments is tendered to DHL outside the United States and its territories, has not and will not pay DHL for the Shipments or for any other services in USD.

##### SHIPPER'S GRANT OF INDEMNITY AND RIGHTS TO DHL

Indemnity: The Shipper shall irrevocably and unconditionally hold DHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully harmless from and keep DPDHL (including its employees, servants, agents, subcontractors, representatives, insurers and re-insurers) fully indemnified against all and any losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from any breach or violation by the Shipper (including its employees, servants, agents, sub-contractors and representatives) of any:



[Note: This letter is required for each individual shipment destined to Iran, Syria, North Korea, Sudan, Crimea and Cuba.]

- (a) Applicable Sanction(s), or
- (b) the representations and warranties contained herein, including non-declaration or illegal, inaccurate and/or inadequate declaration by the Shipper in respect of the shipment or from any other cause in connection with the Shipment, or the exercise by DHL of any and all of its rights as set out below ("Grant to DHL").

Comply with DHL Actions: The Shipper shall comply with any and all special handling procedures that DHL may require and implement for the shipments to comply with a Sanction.

Grant to DHL: Shipper hereby grants DHL the right (but not the obligation) at DHL's discretion to conduct any or all of the following:

- (a) inspect and/or screen the shipments in accordance with applicable laws;
- (b) return the shipments;
- (c) abandon or block the shipments without any further liability to the Shipper as required by applicable law;
- (d) disclose information related to the shipment to a government authority in accordance with applicable laws;
- (e) release the shipments to a government authority in accordance with applicable laws; or store the shipments during the examination period and then dispose of or destroy the shipments (all at the Shipper's costs) without any further liability to the Shipper if it becomes apparent that any of the representations or warranties in this Letter are untrue, inaccurate or incomplete, or if DHL reasonably believes that such action is necessary to ensure its own compliance with applicable laws and regulations. DHL will take prompt and reasonable measures to provide the Shipper with reasonable advance notice prior to taking any such action and offer the Shipper a reasonable opportunity to provide the necessary clarifications to the compliance matters at issue.

#### SHIPPER ACKNOWLEDGEMENT

DHL accepts the shipments in full reliance upon the Shipper's representations, warranties and agreement contained in this Letter. The terms of this Letter shall prevail over any conflicting terms and conditions of general carriage or contract. By signing below the Shipper acknowledges and agrees to all provisions of this Letter.

Signature: 

Date: May 23, 2018

Print Name: THOMAS MELLON

Title: ATTORNEY

Company Name: MELLON LAW FIRM

#### ANNEX A: DEFINITIONS

Denied Party: A person or entity which is included on an applicable Sanctions List. Note that the lists can include incomplete names, addresses and other details. For the purposes of this Letter, the term "Denied Party" does not include entities that appear on the Sectoral Sanctions Identification List (the "SSI List") maintained by the EU, OFAC or a comparable list of persons subject to sectoral sanctions maintained by the EU, US, etc.

Letter: This Sanctions Warranty and Indemnity Letter.

Restricted Item: Any item that is either positively included on any list of goods the import/export/transit of which is prohibited by applicable Sanction(s) OR where positively not authorized by applicable Sanction(s).

Sanction(s): Any applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered or enforced by a Sanctions Authority.

Sanction(s) Authority: An international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties. Such authorities include, but are not limited to United Nations Security Council ("UNSC"), the European Union ("EU"), The German Federal Office for Economic Affairs and Export Control ("BAFA"), the German Federal Bank, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Kingdom (including Her Majesty's Treasury ("HMT")), Australian Department of Foreign Affairs and Trade, and any other equivalent sanctions authority. Collectively, these are deemed the "Sanctions Authorities".

Sanction(s) List: A list of sanctioned entities (i.e., Denied Parties), generally consisting of names of the sanctioned individuals, entities and associated details (addresses, locations, aliases).

Sanctioned Countries: Those countries, regions or territories that are currently subject to broad, complex or comprehensive sanctions including but not limited to UN/OFAC embargoes (e.g. currently China, Iran, North Korea, Sudan, and Syria; Cuba where US sanctions apply). This list may change from time to time and may also be based on factors beyond law.

Shipment: For an individual shipment, the shipment referenced by Air Waybill Number or other DHL shipment reference at the start of this Letter. For a Blanket Letter, all shipments by the Shipper after the date this Letter was executed.



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
OFFICE OF THE CLERK  
500 PEARL STREET  
NEW YORK, NEW YORK 10007

Ruby J. Krajick  
Clerk of Court

May 22, 2018

Ayatollah Ali Hoseini-Khamenei  
c/o Mohammed Javad Zarif  
Minister of Foreign Affairs  
Of the Islamic Republic of Iran  
Imam Khomeini Avenue  
Tehran, Iran

Re: Hoglan, et al. v. Iran, et al. 1:11 cv 07550 (GBD)(SN)  
In Re Terrorist Attacks on September 11, 2001, 1:03 md 01570 (GBD)(SN)

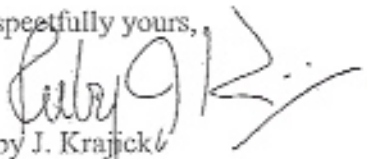
Dear Sir:

Pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. §1608(a)(3), one copy of the following documents are being served on you on behalf of the Plaintiff in the above-referenced action which names your country and/or a government office as a defendant:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (*Hoglan* Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
- (5) Findings of Fact and Conclusions of Law entered by Judge George B. Daniels on August 31, 2015 (*Hoglan* Docket No. 111);
- (6) Report and Recommendation #1 by Magistrate Judge Sarah Netburn, dated October 12, 2016 (*Hoglan* Docket No. 171);
- (7) Report and Recommendation #2 by Magistrate Judge Sarah Netburn, dated October 14,

- 2016 (*Hoglan* Docket No. 172);
- (8) Report and Recommendation #3 by Magistrate Judge Sarah Netburn, dated October 24, 2016 (MDL Docket No. 3374);
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  - (10) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3383);
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  - (14) Memorandum Decision and Order entered by Judge George B. Daniels on November 17, 2017 (MDL Docket No. 3795);
  - (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
  - (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
  - (17) Right to Appeal Notice; and,
  - (18) Right to Appeal Form.

Respectfully yours,



Ruby J. Krajick  
Clerk of the Court

Enc.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC # \_\_\_\_\_  
DATE FILED: \_\_\_\_\_

HOGLAN et al

Plaintiff(s)

CERTIFICATE OF MAILING

Case No.: 1:11 cv 07550 (gbd)

-v-

ISLAMIC REPUBLIC OF IRAN et al

Defendant(s)

I hereby certify under the penalties of perjury that on 25 day of May, 2018, I served:  
Ayatollah Ali Hoseini Khamenei c/o Mohammed Javad Zarif Minister of  
Foreign Affairs of the Islamic Republic of Iran Imam Khomeini Avenue, Tehran, Iran

☐ One copy of the \_\_\_\_\_

by \_\_\_\_\_, to the individual of the  
foreign state, pursuant to the provisions of FRCP 4(f)(2)(c)(ii).

☒ One copy of the See attached Rider.

by DHL 2569189733, to the head of the ministry  
of foreign affairs, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. §  
1608(a)(3).

☐ Two copies of the \_\_\_\_\_

by \_\_\_\_\_, to the Secretary of State,  
Attn: Director of Consular Services, Office of Policy Review and Inter-Agency Liaison  
(CA/OCS/PRI), U.S. Department of State, SA-29, 4<sup>th</sup> Floor, 2201 C Street NW, Washington, DC  
20520, pursuant to the provisions of Foreign Services Immunities Act, 28 U.S.C. § 1608(a)(4).

☐ One copy of the \_\_\_\_\_

by \_\_\_\_\_, to the head of the agency or  
instrumentality of the foreign state, pursuant to the provisions of Foreign Services Immunities  
Act, 28 U.S.C. § 1608(b)(3)(B).

Dated: New York, New York

May 25, 2018

RUBY J. KRAJICK  
CLERK OF COURT

Jashira Carlo  
Print Name: Jashira Carlo  
DEPUTY CLERK OF COURT






# Attached Rider

The documents to be served on all of these Defendants are as follows:

- (1) Cover Letter to Mohammad Javad Zarif, Foreign Minister of the Islamic Republic of Iran;
- (2) U.S. Dist. Court for the Southern District of N.Y. Clerk's Certificate of Default, dated March 17, 2015 (Hoglan Docket No. 89);
- (3) Notice of Default Judgment prepared in accordance with 22 CFR § 93.2;
- (4) Order of Judgment Regarding Liability entered by Judge George B. Daniels on August 31, 2015 (MDL Docket No. 3027);
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- (11) Memorandum Decision and Order entered by Judge George B. Daniels on October 31, 2016 (MDL Docket No. 3384);
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- (15) Final Order and Judgment on Compensatory Damages entered by Judge George B. Daniels on February 26, 2018 (MDL Docket No. 3905);
- (16) Foreign Sovereign Immunities Act, 28 U.S.C. §1602, et seq.;
- (17) Right to Appeal Notice; and,
- (18) Right to Appeal Form.



<b>EXPRESS WORLDWIDE</b>		<b>DOX</b>		<b>DHL</b>	
From: THOMAS EDWARD MELLON III ESQUIRE THOMAS MELLON, PHR: 315-510-3345 212 W. COURT ST STE B DOYLESTOWN, PA 19501 United States					
To: Ayatollah Ali Khamenei c/o The Ministry Foreign Affairs of the Islamic Republic of Iran Iman Khomeini Avenue <b>TEHRAN</b> Iran (Islamic Republic Of)					
Contact: Mehmet Mohammad Javad 982168139191					
<b>SX</b>		<b>IR-THR-SVC</b>			
Ref Code: Hogan		Date: 2018-05-23		Ship Weight: 2.0 lb	
Day		Time		Pieces: 1/1	
Contact: Legal Paperwork					
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